SALE DEED SITE NO. 13

**THIS DEED OF SALE** is made and executed on this the Twenty-Ninth day of October 2022 **(29-10-2022)** at Mysore.

BY AND BETWEEN:-

**SRI.K.DINESH KUMAR (Aadhaar No : 8065 4491 5565) (PAN No. ALTPD7009C)** Aged about 41 years, Son of Sri.C.Keshavan Residing at Flat No: 207/B,Scindias Prime Classic Apartment,2nd Main Road, Near Divine Hospital, Chinnappa Garden, Bensontown Post, Bengaluru. Hereinafter referred to as the OWNER/ FIRST PARTY which term shall mean and include his heirs, executors, administrators, legal representative’s assigns of the ONE PART.

M/s POORVA EXPANSIONS (Aadhaar No: 2527 6651 6953)(PAN No. ABAFP7764R) a Registered Partnership Firm, having its office at No.667/A, 1st Floor, Chitrabanu Road, E & F Block, Kuvempunagara, Mysuru, Rep. by its Managing Partner Sri. G.P. Prakash, Aged about 52 years, S/o Sri. G.P. Puttegowda, Residing at No.1400, C & D Block, Poornadrushti Road, Kuvempunagara, Mysuru.

Hereinafter referred to as the DEVELOPER/VENDOR/Registered Power of Attorney holder of First Party/Owner which term shall mean and include its heirs, executors, administrators, legal representative’s assigns of the ONE PART.

AND IN FAVOUR OF :-

SRI OUSEPH C A (Aadhaar No : 2103 7595 8808) (PAN No. ACVPC8574G) Aged about 53 years, Care of Sri. Antony.C.P, Residing at 04, MMG gardenia, Chittilappilly, Somanatha Nagar, Dattagalli 3rd Stage, Ramakrishna Nagar, Mysore-570022. Hereinafter referred to as the PURCHASER, which term shall mean and include his heirs, executors, administrators, legal representatives and assigns of the OTHER PART:

WHEREAS, the Developer/Vendor is the absolute owner in possession and enjoyment of the all that piece and parcel of site property bearing No. 13, Measuring 127.67 Sq.Mtrs carved in alienated bearing Sy. No. 25/4, measuring an extent of

1 acre 12.08 guntas situated at Murudagalli Village, Jayapura Hobli, Mysuru Taluk, Mysuru District, which is more fully described hereunder and hereinafter referred to as the ‘Schedule Property’.

SOURCE OF TITLE:

WHEREAS, the Agricultural Land bearing Survey No. 25/4, measuring an extent of 1 acre 12.08 guntas, situated at Murudagalli Village, Jayapura Hobli, Mysuru Taluk, Mysuru District, was owned by Sri. Mahadevegowda, who along with his family members sold the above said property in favour of Sri. M.G. Mahesha vide Sale Deed dated 14-03-2012 and the same has been registered as Document No.MYN-1-28987- 2011-12 in CD No.MYND313 of Book 1 dated 14-03-2012 at the office of Sub- Registrar, Mysuru North, Mysuru.

WHEREAS, Sri. M.G. Mahesh preferred necessary application before the Deputy Commissioner, Mysuru District Mysuru seeking for conversion of the above said agriculture land from agriculture purpose to residential purpose. After the payment of conversion charges and phode charges the Deputy Commissioner, Mysuru District Mysuru has converted the Agricultural Land bearing Survey No. 25/4 measuring an extent of 1acre 12.08 guintas situated at Murudagalli Village, Jayapura Hobli, Mysuru Taluk, Mysuru District, from agricultural purpose to residential purpose vide official Memorandum bearing No.MYSDC/ALN3/VAJA/606/2017 (27967) dated 12-02-2018.

WHEREAS, Sri. M.G. Mahesh sold the above said alienated land in favour of Sri. K. Dinesh Kumar i.e. Owner/First Party through a registered Sale Deed conveying the said property for a valuable consideration. The said Sale Deed is executed on 27-04-2019 and registered on 29-04-2019 before Sub-Registrar, Mysuru West, Mysuru, vide Document No.MYW-1-00807-2019-20 of Book 1 and stored in CD No.MYWD 191.

WHEREAS, above said Sri. K. Dinesh Kumar intended to form a residential layout in the above said alienated land as such he was looking for a developer who has expertise in the field of development of residential layout, as such he met Developer ‘M/s Poorva Expansions’ a partnership firm herein who are reputed developer having expertise in the field of development of residential layout, henceafter negotiations both the parties have agreed to develop the said alienated land by forming residential layout.

WHEREAS, the said alienated land being ideal for development of residential layout, Sri. K. Dinesh Kumar entered into Joint Development Agreement with the M/s Poorva Expansions’, for development of the said alienated land into residential layout. The said Joint Development Agreement is registered on 04-11-2021, before Sub-Registrar, Mysore West Mysore vide Document No.MYW -1- 07755/2021-22 in Book-I and stored in C.D.No.MYWD817.

WHEREAS, Sri. K. Dinesh Kumar also executed General Power Of Attorney in favour of M/s Poorva Expansions’ for development of the said alienated land into residential layout. The said General Power Of Attorney is registered on 04-11-2021, before Sub-Registrar, Mysore West Mysore vide Document No.MYW-4-00142/2021-22 in Book-4 and stored in C.D.No.MYWD817. In the aforesaid GPA the Developer is authorized to sell his share of the sites which should be allotted in the Sharing Agreement.

WHEREAS, in pursuance of the Joint Development Agreement and the General Power of Attorney the Developer has secured the plan and license for formation of the residential layout sanctioned by the Assistant Director, Town and Country Planning Department Mysuru on 25-04- 2019 upon payment of the requisite charges, the Plan was duly approved vide No.108/2019-20 dated 25-11-2019 for formation of 17 sites and accordingly the Developer/Vendor has formed the residential layout with 17 sites of various dimensions On 22-04-2022 the Authority of Doora Grama Panchayath have issued an order for release of 60 % of sites i.e. 13 sites in total of various dimensions.

WHEREAS, the Owner and the Developer entered into Supplementary Agreement which is registered on 12-08-2022 before Sub Registrar Mysore West bearing document no 6557 and stored in CD No MYWD 1031 of Book no 1, wherein the share of the Owner and the Developer in the residential layout has been specified and described. According to the said Sharing Agreement entered between the Owners and the Developer, the schedule ‘property has fallen to the share of the Developer/Vendor.

WHEREAS, the Vendor in order to meet his legal requirements and also in order to make other investments has offered to sell the Schedule property for a valuable consideration of Rs. 8,62,000/- (Rupees Eight Lakh Sixty Two Thousand only) by making the following representations:-

1. That the Vendor is the absolute owner of the Schedule property and he has good marketable and subsisting title to the Schedule property;
2. That the Schedule property is not subjected to any attachments before or after judgment, encumbrances, court proceedings in execution, or otherwise or acquisition proceedings, mortgages, charge, or lien or minor claim;
3. That the Vendor has not entered into any agreement/ arrangement for sale or transfer of the Schedule property with any other person;
4. That there are no attachment of Schedule property or any part thereof under the Income Tax Act 1961, Wealth Tax or any other State or Central Taxing statutes;
5. That the Schedule property is the self-acquired property of the VENDOR.

Based upon the above said representations, the Purchaser who were in the lookout to acquire a residential site, with an intention to utilize the same for residential purpose accordingly, the Purchasers have accepted the offer made by the Vendor and agreed to purchase the schedule mentioned property on the below mentioned terms and conditions for a total consideration of Rs. 8,62,000/- (Rupees Eight Lakh Sixty Two Thousand only)

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:-

1. The VENDOR/DEVELOPER has offered to sell the schedule property for a valuable consideration of **Rs. 8,62,000/- (Rupees Eight Lakh Sixty Two Thousand only)** and the PURCHASER has agreed to purchase the schedule property for the said sum of **Rs. 8,62,000/- (Rupees Eight Lakh Sixty Two Thousand only)**
2. The PURCHASER has paid entire sale consideration in the following manner :-
3. A sum of **Rs. 8,62,000/- (Rupees Eight Lakh Sixty Two Thousand only)** by way of Cheque No. **008502** drawn on **South Indian Bank,** Mysore Main Branch, Mysore.
4. The VENDOR/DEVELOPER by affixing his signature to this Deed of Sale hereby acknowledges the receipt of the entire sale consideration of **Rs. 8,62,000/- (Rupees Eight Lakh Sixty Two Thousand only)** and does hereby convey by way of absolute sale and grant to the PURCHASER, his representatives, successors in title, the schedule property to be held and enjoyed perpetually with all rights of ownership, enjoyment and alienations with all rights of easements appurtenant thereto.
5. The VENDOR/DEVELOPER further covenants that, he has acquired right, title and interest along with right to grant, convey and assign the schedule property and further covenants that the schedule property is free from all encumbrances, claims demands and other court attachments and the PURCHASER shall quietly enter into and enjoy the schedule property, the rents thereof, the profits and such other accretions without any interference, claims, demands or any disturbances whatsoever from the VENDOR/DEVELOPER or any other person claiming through, under or in trust of the VENDOR/DEVELOPER.
6. The VENDOR/DEVELOPER has made payment of all taxes, cess and such other payments pertaining to the schedule property to the concerned authorities and all the original records pertaining to the schedule property have been handed over to the PURCHASER.
7. The VENDOR/DEVELOPER has covenanted that he shall hereinafter do all such acts, deeds and things required to be done in order to further confirm right, title and interest as well as possession of the PURCHASER over the schedule property.
8. The Purchaser has undertaken the title scrutiny of the Schedule Property to satisfying him of the right, title and interest of the VENDOR/DEVELOPER to the Schedule Property. The VENDOR/DEVELOPER shall keep the PURCHASER fully indemnified and harmless at all times against any action or proceedings, loss or liability, cost or claim, that may arise against the PURCHASER or the property hereby conveyed by reason of any defect

in or for want of title on the part of the VENDOR and against any consequential disturbances or interference to the peaceful possession and quite enjoyment of the schedule property by the PURCHASER.

1. The VENDOR/DEVELOPER has covenanted that he shall further do all acts, deeds and things to convey the Katha and such other revenue documents of the schedule property in favour of the PURCHASER.
2. The requisite stamp duty and Registration Charges has been bourne by the PURCHASER.

**SCHEDULE PROPERTY**

All that piece and parcel of site property bearing Site No. 13, Property No. 305/13, measuring East to West : (9.49+11.44)/2 Mtrs, North to south : 12.20 Mtrs in total 127.67 Sq.Mtrs carved in Sy. No. 25/4, measuring an extent of 1 acre 12.08 guntas situated at Murudagalli Village, Jayapura Hobli, Mysuru Taluk, Mysuru District is bounded by :-

East by : Site No. 12

West by : 18.00 Mtrs Road

North by : 9.00 Mtrs Road

South by : Site No. 14

As per Doora Grama Panchayath Records:

Property No. : 305/13

Unique No. : 152200421125021529

Resolution No. & : 6/2-12/04/2022

Date

IN WITNESS WHEREOF, both the VENDOR and the PURCHASER have affixed their signatures to this Agreement for Sale on the date, month and year hereinabove mentioned.

WITNESSES:-

1.

(DINESH KUMAR K)

VENDOR/DEVELOPER

For himself and as

GPA Holder of Owner

2.

PURCHASER